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Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

TRINITAS ADVANTAGED
AGRICULTURE PARTNERS IV, LP, *et al.*,¹

Debtors.

Case No. 24-50211 (DM) (Lead Case)

Chapter 11

(Jointly Administered)

**DECLARATION OF KIRK HOIBERG
IN SUPPORT OF MOTION OF THE
DEBTORS PURSUANT TO 11 U.S.C.
§§ 105, 363(b)(1), AND 365 FOR
ORDER APPROVING THE
ASSUMPTION AND ASSIGNMENT
OF UNEXPIRED LEASE OF
NON-RESIDENTIAL REAL
PROPERTY AS OF MARCH 18, 2024**

¹ The last four digits of Trinitas Advantaged Agriculture Partners IV, LP's tax identification number are 3730. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://www.donlinrecano.com/trinitas>. The Debtors' service address is 2055 Woodside Road, Suite 195, Redwood City, CA 94061.

I, Kirk Hoiberg, do hereby declare as follows:

1. I am a Manager of Trinitas Partners, LLC, a California limited liability company (“Trinitas Partners”), a leading sponsor, manager, and operator of agricultural investments in California’s Central Valley. Trinitas Partners is the manager of Trinitas Advantaged Agriculture Partners IV GP, LLC, a California limited liability company (“Trinitas GP”), the general partner of Debtor Trinitas Advantaged Agriculture Partners, IV, LP, a limited partnership organized under the laws of Delaware (“TAAP IV”), which in turn is the sole member and manager of the following wholly owned subsidiaries (collectively, the “Debtor Farm Subsidiaries” and, together with TAAP IV and TF (defined below), collectively, “Trinitas Farming,” the “Company,” or the “Debtors”), all of which, including TF, are formed under the laws of the State of California: Dixon East LLC; Turf Ranch LLC; Rasmussen LLC; Johl LLC; Chiala LLC; Hall Ranch LLC; Porterville LLC; Tule River Ranch, LLC; Dinuba Ranch, LLC; Jeffrey Ranch, LLC; Toor Ranch, LLC; Lamb Ranch, LLC; Fry Road, LLC; Adobe Ranch, LLC; Marucci Ranch, LLC; Ratto Ranch, LLC; and Phelps Ranch, LLC. TAAP IV is also the sole member of Debtor Trinitas Farming, LLC (“TF”), which is managed by Trinitas Partners.

2. I submit this declaration pursuant to 28 U.S.C. § 1746 in support of the *Motion of the Debtors Pursuant to 11 U.S.C. §§ 105, 365, and B.L.R. 6006-1(a) for Order Approving the Assumption and Assignment of Unexpired Lease of Non-Residential Real Property as of March 18, 2024* (the “Motion”). Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge, information supplied to me by other members of the Debtors’ management, employees, and professionals, or learned from my review of relevant documents or upon my opinion based upon my experience and knowledge of the Debtors’ operations and financial condition. If called upon to testify, I could and would testify competently to the facts set forth herein. I am authorized by the Debtors to submit this declaration.

3. As explained in detail in the *Declaration of Kirk Hoiberg in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), prior to the filing of the above-captioned Chapter 11 Cases, TF provided services to the Debtor Farm Subsidiaries and

non-Debtor Pomona Farming under an Original Farm Services Agreement.² Just prior to the Debtors' filing of the Chapter 11 Cases, TF entered into an Amended and Restated Farm Services Agreement, dated February 15, 2024, pursuant to which Pomona Farming provides the same services to the Debtor Farm Subsidiaries and other orchards owned by TAAP IV as were previously provided to Pomona Farming by TF under the Original Farm Services Agreement. The Debtors intend to continue performing under the Amended and Restated Farm Services Agreement throughout the pendency of the Chapter 11 Cases.

4. As a result of the Amended and Restated Farm Services Agreement, TF has no employees and no further need of the office space covered by the lease of the premises located at 2055 Woodside Road, Suite 195, Redwood City, CA (the "Lease").

5. The Debtors do, however, have a significant interest in Pomona Farms being able to remain in the space and continue their operations, including providing services to the Debtor Farm Subsidiaries under the Amended and Restated Farm Services Agreement, without disruption.

6. Non-debtor Trinitas Partners, LLC, entered into the original Lease for office space at the premises located at 2055 Woodside Road, Suite 195, Redwood City, CA 94061 in April 2015.

7. The Lease was amended in June 2015 to change the lease term and make other changes not relevant to this motion.

8. Through a second amendment, effective October 31, 2018, TF assumed the Lease.

9. The second amendment and a third amendment that was effective September 30, 2019, made changes to the suites leased by TF, rent charged, pass-through expenses, and other items.

10. In 2021, the original landlord sold its interest in the premises to the current landlord, Ashylan, LLC (the "Landlord").

² Capitalized terms used but not defined in this Declaration have the meanings ascribed to them in the Motion or in the First Day Declaration.

11. The Landlord has consented to the Lease being assumed by TF and assigned to non-Debtor Pomona Farming LP (“Pomona Farming”) via the Assignment.³

12. The monthly rent is currently \$15,406.22 and increases on August 1, 2024, by an agreed amount set forth in the third amendment to the Lease. There are no prepetition arrearages owed to the Landlord.

13. As of March 12, 2024, unpaid post-petition rent of \$15,406.22 was due to the Landlord.

14. Under the Assignment, Pomona Farming will pay that accrued rent, as well as any additional rent that accrues through and including the effective date of the assignment.

15. Pomona Farming will also pay all reasonable, documented legal fees incurred by the Landlord in connection with the Assignment, as provided in the Lease. TF shall have no liability with respect to the forgoing.

16. I understand that if the Debtors do not assume the Lease within a certain statutory period, it will be deemed rejected. If that happens, Pomona Farming might be required to immediately search for new space. If that were required, Pomona Farming would likely have no choice but to enter into a lease under terms that would not be as favorable as those available under the Lease.

17. Pomona Farms would also incur all of the expenses associated with relocating its offices.

18. Because Pomona Farms provides the services under the Amended and Restated Farm Services Agreement on a shared, allocated-cost basis (First Day Declaration ¶¶ 15–16), the Debtors’ portion of these additional expenses would presumably be passed through to the Debtors’ estates.

19. Further, allowing Pomona Farming to remain in the existing space at this juncture would avoid a significant disruption of its business during a critical time in the Debtors’ chapter 11 cases. This would greatly benefit the estates as it would allow uninterrupted service from

³ The relationship between the Debtors and Pomona Farming is described in detail in the First Day Declaration at paragraphs 15 to 18.

Pomona Farming under the Amended and Restated Farm Services Agreement, prevent unnecessary increased costs under that agreement, and provide relief for the Debtors from a lease they no longer need.

[Signature on next page]

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1 I declare under penalty of perjury that the foregoing is true and correct. Executed in
2 Redwood City, California, on March 18, 2024.

3
4 /s/ Kirk Hoiberg

Kirk Hoiberg